

RECORDATION NO. 14254-D
FILED 1425

OCT 13 1994 - 4 20 PM

INTERSTATE COMMERCE COMMISSION

ALVORD AND ALVORD
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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

October 13, 1994

Mr. Vernon A. Williams
Acting Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two (2) copies of a Assignment and Assumption Agreement, dated as of September 19, 1994, a secondary document as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed document relates to the Conditional Sale Agreement, which was duly filed with the Commission under Recordation Number 14254.

The names and addresses of the parties to the enclosed document are:

Assignee: General Electric Railcar Services Corporation
33 West Monroe
Chicago, Illinois 60603

Assignor: CIS Rail Trust 1984-A
c/o CIS Corporation
One Northern Concourse
PO Box 4785
Syracuse, New York 13221

A description of the railroad equipment covered by the enclosed document is attached hereto as Schedule A.

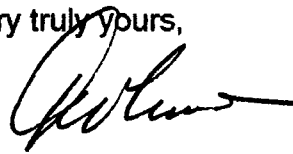
Counterparts - Betty Alvord

Mr. Vernon A. Williams
October 13, 1994
Page 2

Also enclosed is a check in the amount of \$21.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return one stamped copy of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "R. Alvord", with a long horizontal flourish extending to the right.

Robert W. Alvord

RWA/bg
Enclosures

SCHEDULE 1

THE RAILCARS

Group A	319	70 TON XM BOXCARS
Group B	424	100 TON 4750 CUBIC FOOT HOPPER CARS
Group C	92	100 TON XL BOXCARS
Group D	92	70 TON XL BOXCARS
Group E	100	100 TON GONDOLA CARS
TOTAL		1027 CARS

CURRENTLY AND FORMERLY MARKED AND NUMBERED AS FOLLOWS:

<u>Group</u>	<u>Current Numbers</u>	<u>Former Numbers</u>
A	CNW 715000 through 715346, inclusive, excluding: 715013, 715034, 715064, 715079, 715101, 715140, 715165, 715181, 715189, 715218, 715236, 715246, 715251, 715271, 715279, 715298, 715306 through 715316, 715318.	RI 62501 through RI 62849 Rock 562501 through Rock 562849
B	CNW 752500 through 752978, inclusive, excluding: 752504, 752508, 752559, 752573, 752586, 752612, 752620, 752623, 752636, 752694, 752701, 752707, 752710, 752763, 752775, 752810, 752813, 752835, 752844, 752863 through 752897, 752976.	RI 132250 through RI 132749 Rock 632250 through Rock 632749
C	CNW 761000 through 761095, inclusive, excluding: 761048, 761073, 761074, 761075.	RI 34500 through RI 34599 Rock 534500 through Rock 534599
D	CNW 721000 through 721092, inclusive, excluding: 721055.	RI 36300 through RI 36399 Rock 536300 through Rock 536399
E	CNW 741000 through 741099, inclusive.	RI 18000 through RI 180099 Rock 680000 through Rock 680099

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ASSIGNMENT AND ASSUMPTION AGREEMENT

FOR VALUE RECEIVED, CIS RAIL TRUST 1984-A ("Assignor") hereby assigns to GENERAL ELECTRIC RAILCAR SERVICES CORPORATION ("Assignee"), all its right, title and interest under the agreements and documents identified on Schedule 2 attached hereto (the "Agreements") to the extent the Agreements relate to the equipment described on Schedule 1 attached hereto (the "Railcars") and to the extent Assignor has any right, title and/or interest under the Agreements. Assignee hereby accepts the foregoing assignment and assumes the obligations of the Assignor, if any, under the Agreements arising after this date, to the extent the Agreements relate to the Railcars.

In furtherance of the within assignment, Assignor hereby constitutes and appoints Assignee, and its successors and assigns, the true and lawful attorneys of Assignor, with full power of substitution, in the name of Assignor but on behalf of and for the benefit of and at the expense of Assignee, to collect for the account of Assignee all items sold, transferred or assigned to Assignee pursuant hereto; to institute and prosecute, in the name of Assignor or otherwise, but at the expense of Assignee, all proceedings that Assignee may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the items sold, transferred or assigned; to defend and compromise at the expense of Assignee any and all actions, suits or proceedings as to Assignee's interest in any of the property acquired by Assignee; and to do all such acts and things in relation thereto at the expense of Assignee as Assignee shall deem advisable. Assignor hereby acknowledges that this appointment is coupled with an interest and is irrevocable by Assignor in any manner or for any reason.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the 19th day of September, 1994.

GENERAL ELECTRIC RAILCAR
SERVICES CORPORATION

CIS RAIL TRUST 1984-A

By: _____

By: 

Name: _____

Name: Nicholas R. Falzone

Title: _____

Title: Trustee

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

State of CaliforniaCounty of San FranciscoOn September 23, 1994 before me, LESLIE C. CHU
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"personally appeared NICHOLAS R. FALZONE
NAME(S) OF SIGNER(S)

☐ personally known to me - **OR** - ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

SIGNATURE OF NOTARY**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☒ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

CIS Rail Trust 1984-A**DESCRIPTION OF ATTACHED DOCUMENT**ASSIGNMENT AND ASSUMPTION AGREEMENT

TITLE OR TYPE OF DOCUMENT

Two (including notary page)

NUMBER OF PAGES

September 19, 1994

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

ASSIGNMENT AND ASSUMPTION AGREEMENT

FOR VALUE RECEIVED, CIS RAIL TRUST 1984-A ("Assignor") hereby assigns to GENERAL ELECTRIC RAILCAR SERVICES CORPORATION ("Assignee"), all its right, title and interest under the agreements and documents identified on Schedule 2 attached hereto (the "Agreements") to the extent the Agreements relate to the equipment described on Schedule 1 attached hereto (the "Railcars") and to the extent Assignor has any right, title and/or interest under the Agreements. Assignee hereby accepts the foregoing assignment and assumes the obligations of the Assignor, if any, under the Agreements arising after this date, to the extent the Agreements relate to the Railcars.

In furtherance of the within assignment, Assignor hereby constitutes and appoints Assignee, and its successors and assigns, the true and lawful attorneys of Assignor, with full power of substitution, in the name of Assignor but on behalf of and for the benefit of and at the expense of Assignee, to collect for the account of Assignee all items sold, transferred or assigned to Assignee pursuant hereto; to institute and prosecute, in the name of Assignor or otherwise, but at the expense of Assignee, all proceedings that Assignee may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the items sold, transferred or assigned; to defend and compromise at the expense of Assignee any and all actions, suits or proceedings as to Assignee's interest in any of the property acquired by Assignee; and to do all such acts and things in relation thereto at the expense of Assignee as Assignee shall deem advisable. Assignor hereby acknowledges that this appointment is coupled with an interest and is irrevocable by Assignor in any manner or for any reason.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the 19th day of September, 1994.

GENERAL ELECTRIC RAILCAR
SERVICES CORPORATION

CIS RAIL TRUST 1984-A

By: RTL

By: _____

Name: Robert H. Tucker

Name: Nicholas R. Falzone

Title: Executive Vice President

Title: Trustee

STATE OF _____)
COUNTY OF _____) ss:

On this ____ day of _____, 1994, before me personally appeared Nicholas R. Falzone, to me personally known, who, being by me duly sworn, says that he is the Trustee of CIS RAIL TRUST 1984-A, and that the foregoing document was signed on behalf of said entity by authority of the Holders of at least a majority of the Units of Beneficial Interest thereof. Further, he acknowledged that the execution of the foregoing document was the free act and deed of said entity.

Notary Public

Notarial Seal

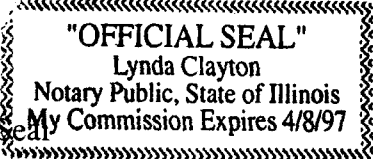
My commission expires:

STATE OF ILLINOIS)
COUNTY OF COOK) ss:

On this 19th day of September, 1994, before me personally appeared Robert H. Tucker, to me personally known, who, being by me duly sworn, says that he is Exec. V.P. of GENERAL ELECTRIC RAILCAR SERVICES CORPORATION, and that the foregoing document was signed on behalf of said entity by authority of its Board of Directors. Further, he acknowledged that the execution of the foregoing document was the free act and deed of said entity.

Lynda Clayton

Notary Public

Notarial Seal 

My commission expires:

SCHEDULE 1

THE RAILCARS

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E	CNW 741000 through 741099, inclusive.	RI 18000 through RI 180099 Rock 680000 through Rock 680099

SCHEDULE 2

AGREEMENTS

1. Lease of Railroad Equipment dated as of March 31, 1973, by and between North American Car Corporation ("NAC") and The Chicago, Rock Island and Pacific Railroad Company ("CRIP") (the "NAC Lease"), which NAC Lease was assigned by CRIP to The Chicago and Northwestern Transportation Company ("CNW") pursuant to that certain Assignment and Assumption of Lease dated as of March 26, 1980, and which NAC Lease was subsequently amended by that certain Agreement To Extend Lease dated as of March 26, 1980, by and between NAC and CNW, and which NAC Lease was thereafter assigned by NAC to CIS Rail Corporation ("CIS") pursuant to that certain Assignment of Lease dated as of February 10, 1984, and which NAC Lease was further assigned by CIS to Seller pursuant to that certain Assignment and Trust Purchase Agreement dated as of December 18, 1984, and which NAC Lease was further amended by that certain Lease Amendment Agreement dated as of October 31, 1992, between Seller and CNW.
2. Conditional Sale Agreement dated as of December 30, 1983, as amended by that certain Conditional Sale Modification Agreement dated as of October 18, 1984, by and between CIS and NAC.
3. Equipment Option Agreement dated as of November __, 1990, between Seller and CNW.